

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

UNITED STATES on behalf of and for the
use and benefit of CAROLINA
ARCHITECTURAL PRODUCTS, INC.,
a North Carolina Corporation.

Civil Action No. 5:22-cv-00027

Plaintiff

v.

LEEBCOR SERVICES, LLC,
a Virginia Limited Liability Company, and
THE CINCINNATI INSURANCE COMPANY

Defendants

**CONSENT ORDER ON JOINT MOTION TO STAY ACTION PENDING
COMPLETION OF PRE-SUIT DISPUTE RESOLUTION PROCEDURES**

THIS MATTER is before the Court on the Joint Motion to Stay Action Pending Completion of Pre-Suit Dispute Resolution Procedures to address issues raised in Defendant Leebcor Services, LLC's ("Leebcor") Motion to Transfer Venue, or in the alternative, Motion to Dismiss (Doc. #15) and Defendant The Cincinnati Insurance Company's ("Cincinnati") Motion to Transfer Venue, or in the alternative, Motion to Dismiss (Doc. #17) (collectively, the "Motions"). In the Motions, Defendants seek the transfer of this action to the United States District Court for the Eastern District of Virginia, Newport News Division, or, in the alternative, dismissal of Plaintiff's Complaint for a failure to satisfy a condition precedent, to wit, the pre-dispute resolution procedures contained within the contract between Carolina Architectural Products, Inc. ("CAP") and Leebcor (the "Subcontract Agreement"). Following the filing of the Motions, counsel for

CAP and counsel for Defendants conferred and agreed to a 90-day stay of this action pending completion of the pre-suit dispute resolution procedures contained within the Subcontract Agreement as contained in the Joint Motion.

Plaintiff and Defendants consent to a stay of this action for a period of ninety (90) days to (1) allow executive management of CAP and Leebcor to meet in an effort to resolve the issues raised in this action and, should such efforts fail, (2) mediate this action, both of which are provided for in paragraph 14 of the Subcontract Agreement.

Plaintiff and Defendants further consent to use Jason James as the mediator in this action, if necessary, and the Parties, on or before May 2, 2022, will select dates for (1) the meeting between the executive management and (2) mediation, each of which shall occur prior to the expiration of the stay period.

The above actions resolve the Defendants' respective Motions to Dismiss, brought in the alternative, based upon failure to comply with the pre-suit dispute resolution procedures.

Should the pre-suit dispute resolution procedures outlined above fail, Plaintiff shall file its response to the remaining portion of the Motions, the Motions to Transfer Venue, within ten (10) days of the dissolution of the stay of this action ordered herein.

IT IS THEREFORE ORDERED that this action shall be STAYED for a period of ninety (90) days from the entry of this Order.

IT IS FURTHER ORDERED that during the pendency of the stay of this action, the executive management for CAP and Leebcor shall meet in an attempt to resolve this action, and the parties shall agree to the date for such meeting on or before May 2, 2022.

IT IS FURTHER ORDERED that during the pendency of the stay of this action, should executive management for CAP and Leebcor fail to settle this matter, the parties shall mediate the action with mediator Jason James. On or before May 2, 2022, the Parties shall agree to a date for such mediation.

IT IS FURTHER ORDERED that, in the event the pre-suit dispute procedures are unsuccessful, Plaintiff shall file a response, if any, to the Motions within ten (10) days of the expiration of the stay in this action.

This the 25 day of April, 2022.

James C. Dever
The Honorable James C. Dever III,
Judge Presiding